

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ANYSA NGETHPHARAT and JAMES
KELLEY,

Plaintiffs,

v.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY,

Defendant.

FAYSAL JAMA,

Plaintiff,

v.

STATE FARM FIRE AND
CASUALTY COMPANY,

Defendant.

CASE NO. C20-454 MJP

ORDER DENYING MOTION FOR
RECONSIDERATION

1 This matter comes before the Court on Plaintiffs’ Motion for Reconsideration. (Dkt. No.
2 274.) Having reviewed the Motion, Defendants’ Response (Dkt. No. 277), and all supporting
3 materials, the Court DENIES the Motion.

4 “Motions for reconsideration are disfavored.” Local Civil Rule 7(h)(1). “The court will
5 ordinarily deny such motions in the absence of a showing of manifest error in the prior ruling or
6 a showing of new facts or legal authority which could not have been brought to its attention
7 earlier with reasonable diligence.” Id.

8 First, Plaintiffs contend that the Court “mistakenly concluded sua sponte that Dr. Torelli
9 failed to demonstrate the amounts were liquidated[.]” (Mot. at 3.) Plaintiffs are incorrect on two
10 accounts. One, the Court did not rule sua sponte—it ruled on Plaintiffs’ request in their Motion
11 for Summary Judgment after considering the arguments of the parties. Two, the fact remains that
12 the class-wide damages on which Plaintiffs sought prejudgment interest are not liquidated. Under
13 applicable Washington law, prejudgment interest is only available on liquidated damages. See
14 Hansen v. Rothaus, 107 Wn.2d 468, 470-73 (1986). “A ‘liquidated’ claim is a claim where the
15 evidence furnishes data which, if believed, makes it possible to compute the amount with
16 exactness, without reliance on opinion or discretion.” Id. at 472 (citation and quotation omitted).
17 “An unliquidated claim, by contrast, is one where the exact amount of the sum to be allowed
18 cannot be definitely fixed from the facts proved, disputed or undisputed, but must in the last
19 analysis depend upon the opinion or discretion of the judge or jury as to whether a larger or a
20 smaller amount should be allowed.” Id. at 473 (citation and quotation omitted). Although
21 Plaintiffs labor to explain that Torelli made some individual calculations of prejudgment interest,
22 the fact remains that his class-wide prejudgment interest calculations require his statistical
23 assumptions and his own mathematical expertise. And nothing in the two cases Plaintiffs newly
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1 cite changes the Court’s opinion. (Mot. at 3.) In Stevens v. Brink’s Home Sec., 162 Wn.2d 43
2 (2007), the court found damages liquidated where an expert relied on a mapping program and
3 actual wage data to calculate unpaid overtime hours. The case is not analogous, as there was no
4 challenge the accuracy of the mapping tool in Stevens and the expert performed a simple
5 mathematical computation. Here, Torelli used his own expertise and statistical assumptions to
6 calculate classwide damages, and not some third-party data source as was the case in Stevens.
7 Plaintiffs also cite to Rekhter v. State Dept. of Soc. and Health Servs, 180 Wn.2d 102 (2014),
8 where prejudgment interest was found unavailable because the exact damages required an
9 individualized determination of the hours that should have been paid and no individualized data
10 was presented—only estimates created by experts. Here, Torelli’s prejudgment interest
11 calculations similarly turns on estimates, rather than a review of the exact amount of the
12 negotiation deduction taken for each class member. This case undermines Plaintiffs’ position.
13 The Court thus DENIES the Motion. Plaintiffs may request prejudgment interest at trial, but they
14 must satisfy the applicable legal standard and demonstrate that the sums are truly liquidated and
15 not the product of expert opinion and discretion.

16 Second, Plaintiffs argue that the Court “sua sponte concluded that WAC § 284-30-391
17 was not incorporated into State Farm’s policy.” (Mot. at 5.) Again, Plaintiffs are incorrect that
18 the Court ruled sua sponte—it merely ruled on the arguments presented in the context of
19 Plaintiffs’ Motion for Summary Judgment. And the Court disagrees that any binding authority
20 supports Plaintiffs’ position. At best, there is case law suggesting that state laws can be
21 incorporated into policies. But no authority cited stands for the proposition that any and every
22 state regulation is incorporated into an insurance policy, and none of the cases Plaintiffs cite
23 stands for that proposition. To the extent the Court may have previously held to the contrary, the
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1 Ninth Circuit has made clear its view that Washington insurance regulations are not incorporated
2 into insurance policies. Lara v. First Nat'l Ins. Co. of Am., 25 F.4th 1134, 1139 (9th Cir. 2022)
3 (“A violation of the regulation isn’t a breach.”). The Court finds no manifest error and DENIES
4 the Motion. As the Court explained, this does not mean that State Farm is entitled to summary
5 judgment on the claim, because it did not seek affirmative relief on the claim in its own motion
6 for summary judgment. The Court is unlikely to allow the claim to proceed to trial, but will
7 discuss the issue during the pretrial conference.

8 Lastly, the Court finds no manifest error in refusing to enforce the one-year contractual
9 provision due to the doctrine of “overreach.” While the Court did not rule on this specific
10 argument in the context of Defendants’ Motion for Summary Judgment, it finds Plaintiffs’
11 argument—which overlaps with the estoppel and fraudulent concealment arguments that the
12 Court rejected—without merit. Plaintiffs suggest that the doctrine of overreach prevents State
13 Farm from enforcing the one-year statute of limitations because doing so would enable deceptive
14 and unfair conduct. (Mot. at 7.) But Plaintiffs fail to cite any authority from Washington that
15 would invalidate a contractual statute of limitations merely because the insurer engaged in
16 conduct that violates the CPA. Rather, the cases Plaintiffs invoke suggest that an insurer may be
17 barred from enforcing a contractual provision when doing so would endorse or enable deceptive
18 conduct on the part of the insurer related to that contractual provision. (See Pls. Opp. to MSJ at
19 18-19 (collecting cases and secondary authority); Mot. at 6-8 (same).) But here, as the Court
20 already ruled, “Plaintiffs offer no evidence that any of the named plaintiffs was unaware of their
21 claim against State Farm or that the deductions were concealed.” (Order at 36.) And there are no
22 allegations that the one-year statute of limitations was concealed from Plaintiffs. As such,
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1 Plaintiffs have failed to identify any legal or factual support for this theory. And the Court
2 DENIES the Motion as to this argument.

3 The Court finds no merit in Plaintiffs' Motion on any of the issues presented, and it
4 DENIES the Motion.

5 The clerk is ordered to provide copies of this order to all counsel.

6 Dated September 3, 2025.

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8 Marsha J. Pechman
9 United States Senior District Judge
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